

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al.

Case No. 08-13555 (SCC)

Debtors.

(Jointly Administered)

**TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

BKM Holdings (Cayman) Ltd.

Name of Transferee

Barclays Bank PLC

Name of Transferor

Court Claim #: multiple – see Schedule 1

Claim Amount: multiple – see Schedule 1

Name and Address where notices to Transferee  
should be sent:

BKM Holdings (Cayman) Ltd.  
c/o Davidson Kempner Capital Management  
520 Madison Avenue, 30<sup>th</sup> Floor  
New York, NY 10022  
Attn.: Jennifer Donovan  
(212) 446-4018  
jdonovan@dkpartners.com

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

BKM HOLDINGS (CAYMAN) LTD.  
By: Midtown Acquisitions L.P., its sole shareholder  
By: Midtown Acquisitions GP LLC, its general partner

By: Annam Friedman  
Name: Annam Friedman  
Title: Manager

Date: November 10, 2016

*Penalty for making a false statement:* Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Schedule 1

ISIN/CUSIP	Proof of Claim	Allowed Amount of Claim Transferred
XS0372528165	47006.01	\$1,138,670.04
XS0364777689	50315.24	\$132,301.75
XS0364777689	50316.24	\$679,427.14
XS0351910897	55393.03	\$584,529.52
XS0368988522	55837.13	\$572,000.00
XS0352110554	58781.02	\$270,800.00
XS0352110554	58792.02	\$406,200.00
XS0362725540	58994.01	\$266,000.00
XS0356861343	59574.01	\$511,860.96
XS0360117690	60713.01	\$891,525.56
XS0375559753	62783.28	\$14,200,000.00

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Barclays Bank PLC** ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to **BKM Holdings (Cayman) Ltd.** (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable amounts set forth in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number (see Schedule 1) filed by or on behalf of Seller's predecessor in interest (the "Proof of Claim") against Lehman Brothers Holdings Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (SCC) ("LBHI" or the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, principal, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any predecessor in interest acquired the rights underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto, and (d) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"). For the avoidance of doubt, Purchaser does not assume and shall not be responsible for any obligations or liabilities of the Seller related to or in connection with the Transferred Claims or the Proceedings.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer of Claim; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that, with respect to the Transferred Claims, will give rise to any setoff, defense or counterclaim, or will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other general unsecured creditors of the same class and type as the Purchased Claim; (g) to the extent and in the form received from (as applicable) the Debtor or Seller's predecessor in interest, prior to the date hereof a true and correct copy of the Notice of Proposed Allowed Claim Amount which relates to the Proof of Claim (the "Notice") has been provided to Purchaser, and there have not been any supplements, amendments, modifications or revisions thereto, and no action was undertaken by Seller, or to Seller's actual knowledge, or a predecessor in interest with respect to the Notice; (h) to the extent and in the form received from (as applicable) the Debtor or Seller's predecessor in interest, Seller has delivered to Purchaser a true and correct copy of the disbursement notices from the Debtor (which have not been supplemented, amended or revised) in connection with the LBHI Distributions (as defined below) on account of the Transferred Claims, provided however that such disbursement notices have been redacted of information unrelated to the Transferred Claims; (i) Seller or its predecessor in interest has received the distributions paid by the Debtor in respect of the Transferred Claims (collectively, the "LBHI Distributions") reflected in Schedule 2 attached hereto; (j) Seller or its predecessor in interest has received the distributions paid by

Lehman Brothers Treasury Co. B.V. ("Lehman BV") in respect of the Transferred Claims (collectively, the "BV Distributions"), reflected in Schedule 2 attached hereto; (k) other than the LBHI Distributions and the BV Distributions, Seller has not received any payments or distributions, whether directly or indirectly, on account of the Transferred Claims or the Purchased Security; and (l) Seller has delivered to Purchaser true and correct copies of the fully executed Agreements and Evidences of Transfers of Claims by and between (i) J.P. Morgan Securities LLC and AG Super Fund International Partners, L.P., in connection with the filing made with the Court with docket number 19312 on 8/17/11 (which has not been supplemented, amended or revised); (ii) Barclays Bank PLC and AG Super Fund International Partners, L.P., in connection with the filing made with the Court with docket number 17537 on 6/9/11 (which has not been supplemented, amended or revised); (iii) Barclays Bank PLC and AG Super Fund International Partners, L.P., in connection with the filing made with the Court with docket number 17539 on 6/9/11 (which has not been supplemented, amended or revised); (iv) Barclays Bank PLC and AG Super Fund International Partners, L.P., in connection with the filing made with the Court with docket number 15357 on 3/25/11 (which has not been supplemented, amended or revised); (v) Barclays Bank PLC and AG Super Fund International Partners, L.P., in connection with the filing made with the Court with docket number 10723 on 8/9/10 (which has not been supplemented, amended or revised); (vi) Sea Port Group Securities, LLC and AG Super Fund International Partners, L.P., in connection with the filing made with the Court with docket number 11261 on 9/2/10 (which has not been supplemented, amended or revised); (vii) Barclays Bank PLC and AG Super Fund International Partners, L.P., in connection with the filing made with the Court with docket number 10711 on 8/9/10 (which has not been supplemented, amended or revised); (viii) Barclays Bank PLC and AG Super Fund International Partners, L.P., in connection with the filing made with the Court with docket number 10713 on 8/9/10 (which has not been supplemented, amended or revised); (ix) Barclays Bank PLC and AG Super Fund International Partners, L.P., in connection with the filing made with the Court with docket number 16636 on 5/6/11 (which has not been supplemented, amended or revised); J.P. Morgan Securities Ltd and AG Super Fund International Partners, L.P. in connection with the filing made with the Court with docket number 18899 on 7/29/11 (which has not been supplemented, amended or revised) and (xi) RBS Securities Inc. and AG Super Fund International Partners, L.P., in connection with the filing made with the Court with docket number 13283 on 12/7/10 (which has not been supplemented, amended or revised).

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Following the date of this Agreement, Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser (including, for the avoidance of doubt, any distributions Seller received after the trade date of January 7, 2016, including, without further limitation, the distributions made by the Debtor on or around March 31, 2016, June 16, 2016 and October 6, 2016; and by Lehman BV on or around April 28, 2016 and July 14, 2016). Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer of Claim supplements and does not supersede any

confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

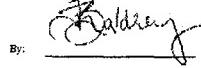
6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

[Signature page follows]

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 10<sup>th</sup> day of November 2016.

Barclays Bank PLC



By:  
Name: Keith Baldrey  
Title: Authorized Signatory

Digitally signed by Keith  
DN: cn=Keith, o=Barclays,  
ou=Baldrey,  
email=keith.baldrey@barcap.com,  
c=US  
Date: 2016.11.07 14:46:29 -05'00'

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address:  
745 Seventh Ave  
New York, NY 10019

**BKM Holdings (Cayman) Ltd.**

By Midtown Acquisitions L.P., its sole shareholder  
By Midtown Acquisitions GP LLC, its general partner

  
By: \_\_\_\_\_  
Name: Abram Friedman  
Title: Manager

Address:  
c/o Walkers Corporate Limited  
Cayman Corporate Centre  
27 Hospital Road  
George Town, Grand Cayman KY1-9008  
Cayman Islands

*With a copy to:*  
c/o Davidson Kempner Capital Management  
520 Madison Avenue, 30<sup>th</sup> Floor  
New York, New York 10022  
Telephone: 212 446 4018  
Fax: 212 371 4318  
Email: [jdonovan@dkpartners.com](mailto:jdonovan@dkpartners.com)  
Attn: Jennifer Donovan

Schedule 1

Transferred Claims

Purchased Claim

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	POC	Issuer	Guarantor	Principal/Notional Amount	Allowed Amount
Lehman Program Security	XS0351910897	55393.03	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 636,000.00	\$ 584,529.52

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	POC	Issuer	Guarantor	Principal/Notional Amount	Allowed Amount
Lehman Program Security	XS0352110554	58781.02	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 270,800.00	\$270,800.00

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	POC	Issuer	Guarantor	Principal/Notional Amount	Allowed Amount
Lehman Program Security	XS0352110554	58792.02	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 406,200.00	\$406,200.00

Schedule 1-1

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	POC	Issuer	Guarantor	Principal/Notional Amount	Allowed Amount
Lehman Program Security	XS0356861343	59574.01	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 544,000.00	\$511,860.96

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	POC	Issuer	Guarantor	Principal/Notional Amount	Allowed Amount
Lehman Program Security	XS0360117690	60713.01	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 880,000.00	\$891,525.56

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	POC	Issuer	Guarantor	Principal/Notional Amount	Allowed Amount
Lehman Program Security	XS0362725540	58994.01	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 266,000.00	\$266,000.00

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	POC	Issuer	Guarantor	Principal/Notional Amount	Allowed Amount
Lehman Program Security	XS0364777689	50315.24	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 93,228.96	\$132,301.75

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	POC	Issuer	Guarantor	Principal/Notional Amount	Allowed Amount
Lehman Program Security	XS0364777689	50316.24	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 478,771.32	\$679,427.14

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	POC	Issuer	Guarantor	Principal/Notional Amount	Allowed Amount
Lehman Program Security	XS0368988522	55837.13	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 572,000	\$572,000.00

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	POC	Issuer	Guarantor	Principal/Notional Amount	Allowed Amount
Lehman Program Security	XS0372528165	47006.01	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 1,200,000.00	\$1,138,670.04

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	POC	Issuer	Guarantor	Principal/Notional Amount	Allowed Amount
Lehman Program Security	XS0375559753	62783.28	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 14,200,000.00	\$14,200,000.00

Schedule 2

LBHI Distributions

ISIN	POC	First Distribution (USD) April 17, 2012	Second Distribution (USD) October 1, 2012	Third Distribution (USD) April 4, 2013	Fourth Distribution (USD) October 3, 2013	Fifth Distribution (USD) April 3, 2014	Sixth Distribution (USD) October 2, 2014	Seventh Distribution (USD) April 2, 2015	Eighth Distribution (USD) October 1, 2015	Ninth Distribution (USD) March 31, 2016	Tenth Distribution (USD) June 16, 2016	Eleventh Distribution (USD) October 6, 2016
XS0351910897	55393.03	21,097.01	14,236.68	17,981.97	21,319.64	23,158.10	17,380.14	11,860.90	9,046.54	2,510.43	3,738.36	6,572.40
XS0352110554	58781.02	9,773.79	6,595.55	8,330.66	9,876.93	10,728.65	8,051.85	5,494.90	4,191.07	1,163.03	1,731.90	3,044.85
XS0352110554	58792.02	14,660.69	9,893.32	12,495.99	14,815.40	16,092.98	12,077.77	8,242.35	6,286.60	1,744.54	2,597.85	4,567.28
XS0356861343	59574.01	18,474.23	12,466.78	15,746.46	18,669.19	20,279.09	15,219.44	10,386.36	7,921.87	2,198.34	3,273.61	5,755.32
XS0360117690	60713.01	32,177.20	21,713.81	27,426.13	32,516.76	35,320.78	26,508.22	18,090.28	13,797.79	3,828.92	5,701.75	10,024.24
XS0362725540	58994.01	9,600.55	6,478.64	8,183.00	9,701.86	10,538.48	7,909.12	5,397.50	4,116.78	1,142.41	1,701.20	2,990.88
XS0364777689	50315.24	4,775.07	3,222.31	4,070.02	4,825.46	5,241.58	3,933.80	2,684.58	2,047.58	568.21	846.14	1,487.59
XS0364777689	50316.24	24,522.08	16,547.98	20,901.32	24,780.86	26,917.79	20,201.78	13,786.51	10,515.23	2,918.00	4,345.28	7,639.42
XS0368988522	55837.13	20,644.79	13,931.51	17,596.52	20,862.65	22,661.70	17,007.59	11,606.66	8,852.62	2,456.62	3,658.23	6,431.52
XS0372528165	47006.01	41,097.21	27,733.21	35,029.08	41,530.91	45,112.24	33,856.70	23,105.18	17,622.75	4,890.35	7,282.36	12,803.11
XS0375559753	62783.28	512,510.52	345,852.22	436,836.73	517,919.01	562,580.71	422,216.41	288,137.45	219,767.86	60,986.02	90,816.10	159,663.66

Lehman BV Distributions ((USD) unless otherwise noted)

ISIN	First Distribution	Second Distribution	Third Distribution	Fourth Distribution	Fifth Distribution	Sixth Distribution	Seventh Distribution	Eighth Distribution
	May 8, 2013	October 24, 2013	April 28, 2014	October 28, 2014	April 27, 2015	October 29, 2015	April 28, 2016	July 14, 2016
XS0351910897	85,388.34	34,749.52	37,624.27	28,815.61	19,402.49	14,922.81	4,168.98	6,099.23
XS0352110554	84,547.50	34,407.34	37,253.78	28,531.86	19,211.43	14,775.86	4,128.23	6,039.17
XS0356861343	63,687.95	25,918.36	28,062.53	21,492.48	14,471.59	11,130.36	3,109.50	4,549.19
XS0360117690	113,394.35	46,146.81	49,964.43	38,266.67	25,766.20	19,817.25	5,536.75	8,099.68
XS0362725540	31,037.29	12,630.89	13,675.82	10,474.01	7,052.50	5,424.20	1,515.40	2,216.97
XS0364777689 (EUR)	76,077.93	29,804.27	32,033.67	26,484.24	21,217.79	15,437.97	4,321.21	6,471.07
XS0368988522	66,966.01	27,252.40	29,506.93	22,598.71	15,216.45	11,703.25	3,269.55	4,783.34
XS0372528165	167,630.44	68,218.66	73,862.23	56,569.47	38,090.08	29,295.77	8,184.95	11,973.72
XS0375559753	1,662,870.83	676,719.68	732,703.12	561,161.35	377,848.35	290,609.94	81,193.58	118,777.69